



IRON MOUNTAIN®

CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Address of Iron Mountain Branch/District Office:

FOR IRON MOUNTAIN PURPOSES ONLY

Account Number: **LV23D**

NAICS Code:

Branch/District Cost Ctr. No.:

Contract Effective Date:

CUSTOMER: City Of Detroit RETIREMENT SYSTEMS			BILLING ADDRESS (If Different):		
Street Address: 908 City County 2 WOODWARD AVE RM908			Street or Box No.:		
City: Detroit	State: MI	Zip + 4: 48226 - 3413	City:	State:	Zip + 4:
Primary Contact and Title: RAYMOND TCHOU, MANAGER, MAINFRAME SYS.			Billing Contact:		
Telephone: 313-224-8362 x212			Telephone:		
E-mail: RR.TCHOU@RSCD.ORG			E-mail:		
Fax: 313 224 3522			Fax:		

Iron Mountain Information Management, Inc. ("Iron Mountain") will store deposits and perform records management services at Iron Mountain facilities as Customer requests. Customer will pay Iron Mountain for such storage and services according to the amounts currently in effect for Customer's account(s) (as amended from time to time). All services will be provided subject to the terms and conditions below and on the reverse hereof. In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be potentially of interest to customers and similar information, Iron Mountain will, if an e-mail address is included above, add Customer to Iron Mountain's informational mailing list to receive newsletters and communications periodically through e-mail, electronic transmission or postal delivery. Upon Customer's receipt of the first such communication, in the event Customer elects not to receive subsequent newsletters and communications from Iron Mountain, Customer may "unsubscribe."

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other hard-copy storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain reserves the right to provide replacement of media for which liability is limited to replacement cost rather than payment of replacement cost. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

CUSTOMER:	IRON MOUNTAIN
Individual Signing: DENNIS LUNET	Individual Signing: David Barlow
[print name]	[print name]
Signature:	Signature:
Title: CIO	Title: Senior Vice President, Account Services
Signing Date: 6/27/2005	Signing Date: 6/15/05

CORPORATE COPY

Iron Mountain
Contracts Department
1000 Campus Drive
Collegeville, PA 19426

STANDARD TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management) The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that Iron Mountain continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all of Customer's Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.
2. **Charges.** All rates and charges shall be in accordance with the schedule currently in force for Customer's account(s) (as amended from time to time).
3. **Principal Records Services Provider.** The charges for records management and storage are predicated upon the expectation that Customer will utilize Iron Mountain as its primary commercial provider of the services covered by each Schedule. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to the standard rates and charges.
4. **Authorization; Customer Instructions.** Deposits may be delivered pursuant to direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any person on standard authorization forms shall constitute Customer's representation that the identified person has full authority to order any service for, or disposal or removal of, Customer's Deposits. Such orders may be given in person, by telephone or in writing (fax, electronically or hard-copy).
5. **Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pick-up volumes, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer will pay at Iron Mountain's current rates, provided that Iron Mountain shall have advised Customer thereof in advance.
6. **Force Majeure.** In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
7. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection by federal, state or local government entities ("Government Inspectors"), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing such Deposits, caused by Government Inspectors.
8. **Confidentiality.** "Confidential Information" means any information contained in the Deposits and any information concerning or relating to the property, business and affairs of Customer that is furnished to Iron Mountain, except for information that was previously known to Iron Mountain (see of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by Iron Mountain and shall be used only in the manner contemplated by this agreement. Iron Mountain shall not obtain any rights of any sort in or to the Confidential Information of Customer disclosed hereunder. Iron Mountain shall use the same degree of care to safeguard Confidential Information as it utilizes to safeguard its own confidential information, but in no case less than reasonable care.
9. **Liability in Event of Loss of Deposits.** Iron Mountain shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Iron Mountain to exercise such care as a reasonably careful person would exercise under like circumstances; Iron Mountain is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Iron Mountain's damages is limited as provided on the first page hereof. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amounts, including amounts in excess of the limitation of liability. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. If Deposits are placed in the custody of a common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common carrier.
10. **Liability For Non-Storage Services.** With respect to services not related to the storage of Deposits, Iron Mountain shall not be liable for any loss or default unless such loss or default is due to the negligence of Iron Mountain. If liable, the amount of Iron Mountain's damages is limited as provided on the first page hereof.
11. **No Consequential Damages, etc.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or any other theory.
12. **Destruction of Deposits.** Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written direction. Except for those Deposits that Customer specifically identifies in writing as not containing consumer information (as defined in 16 CFR Section 682.1) or personal data, all other Customer Deposits will be destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be at the rates currently in force (as amended from time to time).
13. **Service Warranty.** Iron Mountain represents and warrants that the services provided under this Agreement will be performed in accordance with industry standards and will be provided in substantial conformance with Iron Mountain supplied documentation applicable to the services. This warranty is limited and shall not apply in any of the services where the failure to satisfy this warranty resulted, in whole or in part, from Customer's improper use of the services. In the event of Iron Mountain's breach of the foregoing warranty, Customer's exclusive remedy and Iron Mountain's entire liability shall be for Iron Mountain to promptly re-perform the applicable services, at no charge, so as to bring the performance of the services into compliance with the terms of this warranty.
14. **No Product Warranty.** Iron Mountain hereby assigns to Customer any manufacturer's warranties applicable to any products sold by Iron Mountain pursuant to this Agreement. Iron Mountain provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, and in no event longer than ninety (90) days after delivery or return of the Deposits to Customer or ninety (90) days after Customer is notified that loss, damage or destruction to part or all of the Deposits has occurred.
16. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written claim has been given as provided in Section 15, and unless such action is commenced either within one (1) year after: (i) the date of delivery or return of the Deposits by Iron Mountain; or (ii) the date Customer is notified that loss, damage or destruction to part or all of the Deposits has occurred.
17. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a certified letter (return receipt requested) to Customer. In the event notice of loss, damage or destruction is given by certified letter, the time limitation for presentation of a claim and commencement of action or suit begins on the date of Customer's receipt of such notice.
18. **Payment.** Payment terms are net thirty (30) days. If Customer fails to pay Iron Mountain's charges (other than disposal charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) suspend service, (b) redeliver Deposits to Customer or (c) terminate this Agreement. Customer shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where Customer is located, calculated from the date payment was due until the date payment is made and all expenses incurred in collection, including reasonable attorney's fees. If Customer is consistently delinquent (defined as being late in the payment of any three (3) or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits. Upon default by Customer, Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
19. **Ownership Warranty.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with the terms of this Agreement. Customer shall reimburse Iron Mountain for any expense reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits stored by Customer with Iron Mountain.
20. **Restrictions on Stored Material; Customer Prohibitions.** Customer shall not store with Iron Mountain any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All Customer's premises where Iron Mountain's employees perform service or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.
21. **Software License.** If access to or use of Iron Mountain inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Iron Mountain hereby grants Customer a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Iron Mountain during the term of this Agreement. Customer acknowledges that all Software and the inventory management system comprised of the Software belong to Iron Mountain. During the term of this Agreement, Iron Mountain shall have the exclusive right to use Deposits inventory information to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to maintain inventory information for record-keeping purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.
22. **Modifications to Add Customer Locations, Services.** In the event that Customer locations or lines of service are added to or deleted from this Agreement, the term of this Agreement shall not change unless the parties so agree. Pricing adjustments for all Customer's locations and/or services under this Agreement may be made on date pricing adjustments are permitted under Section 2, regardless of the dates when new locations or services are added. Any modification of Customer locations, services or lines of service provided will be pursuant to an amendment of this Agreement or a Schedule.
23. **Purchase Orders.** In the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which conflict with terms and conditions which are in addition to those set forth in this Agreement or which conflict with terms and conditions in those set forth in this Agreement are expressly rejected by Iron Mountain.
24. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any notice made pursuant to this Agreement may be given in writing at the address set out on the first page hereof until written notice of a change of address has been received. Notices to Iron Mountain shall be sent to the attention of its General Manager at such address. Iron Mountain shall have, and may exercise, all rights granted in warehouses by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby.



November 29, 2013

Dennis Linet
CITY OF DETROIT
2 Woodward Avenue Room # 908
Detroit, MI 48226

Dear Iron Mountain Customer:

Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) for Offsite Tape Vaulting storage and services, effective January 1, 2014.

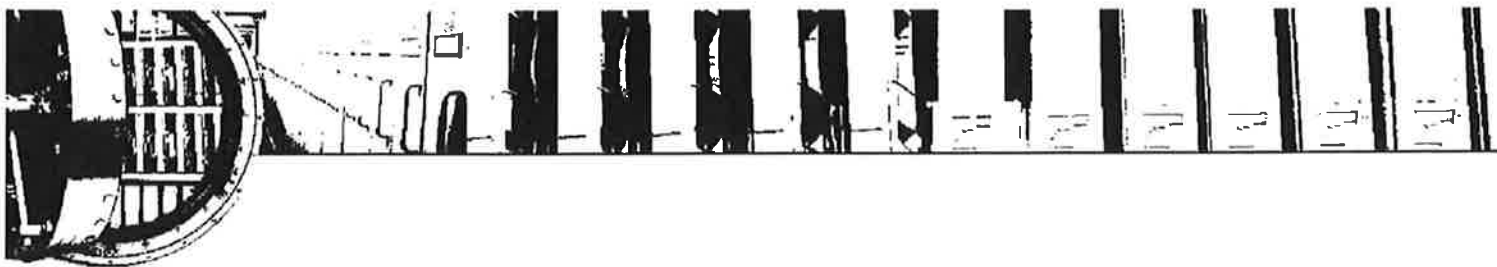
Based on the business you have entrusted with us, we are extending a discount of 68% off our list prices for Storage and a discount of 44% off our list prices for Services, as further described in the enclosed Schedule A. Please note that this discount does not apply to Premium or Custom Storage and Services Fees. The enclosed Schedule A identifies our current list prices for commonly used storage and services as well as the effective price after application of your discount.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-888-365-IRON (4766).

Sincerely,

Kyle Smith
General Manager

Enclosures



Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit www.ironmountain.com or follow the company on Twitter at www.twitter.com/IronMountain for more information.

Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.

INFORMATION GOVERNANCE AND DISCOVERY



Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

DATA BACKUP AND RECOVERY

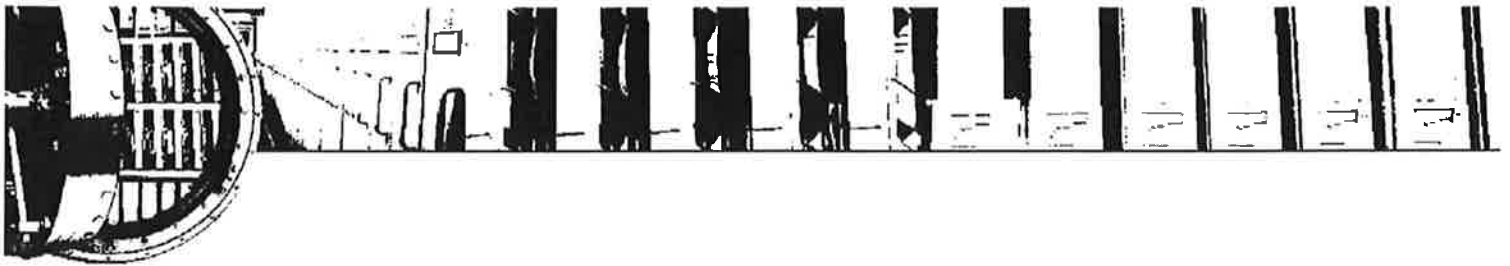


Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
 - Server Backup powered by Autonomy LiveVault
 - PC Backup powered by Autonomy Connected
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
 - Disaster Recovery Testing
 - Library Moves
 - Media Destruction

Document Process Efficiencies

- Document Management Solutions
- Business Process Management



Renewal Schedule A:

PROGRAM PRICING SCHEDULE

Offsite Tape Vaulting

This Offsite Tape Vaulting Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC., (the "Company" or "Iron Mountain") and CITY OF DETROIT, (the "Customer").

This Pricing Schedule establishes a discount off Iron Mountain's current list prices for the Customer, based on the level of business that the Customer has committed to Iron Mountain. The Customer's Effective Price is determined by applying the discount given to the Customer against the list price for each storage or service charge.

The Discount Rate applies to Standard Storage and Services only and does not apply to Premium Storage and Services, Custom Storage and Services, Other Program Fees, or other fees not explicitly identified within this document.

Please see our Customer Information Center at cic.ironmountain.com/dataprotection for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Offsite Tape Vaulting Pricing Schedule supersedes and terminates any prior Offsite Tape Vaulting Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All Offsite Tape Vaulting services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

CITY OF DETROIT

District Name/Number: Detroit / 22123 | 090710

Effective Date: January 1, 2014

Service Discount Rate: 44%

Storage Discount Rate: 68%

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.



List Prices (as of January 1, 2014)

STANDARD SERVICES (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	CURRENT LIST PRICE	DISCOUNT %	EFFECTIVE PRICE	PER
■ Scheduled Service – Monthly (1-2 Trips/Month)	\$65.37	44%	\$36.607	Trip
■ Scheduled Service – Weekly (3-10 Trips/Month)	\$53.29	44%	\$29.842	Trip
■ Scheduled Service – Daily (11+ Trips/Month)	\$45.19	44%	\$25.306	Trip
■ Transport Container	\$11.59	44%	\$6.490	Container
■ Media Handling (Minimum: \$23.18/Month)	\$0.70	44%	\$0.392	Item
■ Closed Container Handling	\$3.42	44%	\$1.915	Item
■ Transport Container Handling	\$3.42	44%	\$1.915	Item

STANDARD STORAGE (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	CURRENT LIST PRICE	DISCOUNT %	EFFECTIVE PRICE	PER
■ Slotted Media	\$1.030	68%	\$0.330	Slot
■ Closed Container (Compact)	\$11.59	68%	\$3.709	Container
■ Closed Container (Small)	\$19.59	68%	\$6.269	Container
■ Closed Container (Medium)	\$32.99	68%	\$10.557	Container
■ Closed Container (Large)	\$47.43	68%	\$15.178	Container

PREMIUM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	CURRENT LIST PRICE	PER
■ Standard Special Transport (24 hours)	\$156.40	Trip / Sub-Account
■ Critical Special Transport (3 hours)	\$199.25	Trip / Sub-Account
■ Holiday Charge	\$115.85	Holiday
■ Container Locks	\$13.89	Lock
■ Security Clips	\$3.18	Clip

OTHER PROGRAM FEES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	CURRENT LIST PRICE	PER
■ Administrative Fee	\$25.12	Account Number
■ Fuel Surcharge	*	Trip

*A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at <http://cic.ironmountain.com/dataprotection/fuel/>.



CUSTOM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Transport Rental Days	\$1.18	Day
■ Closed Container (Cabinet)	\$183.06	Container

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/dataprotection/additional.

CITY OF DETROIT
22123.001826

Transaction Date	Number	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due
31-Aug-09	102469296	Invoice	\$ 495.72	\$ 285.04	\$ 495.72	\$ 780.76
31-Jan-10	102654345	Invoice	\$ 465.12	\$ 196.63	\$ 383.66	\$ 580.29
30-Nov-12	103793626	Invoice	\$ 487.40	\$ 34.12	\$ 487.40	\$ 521.52
28-Feb-13		Invoice	\$ 506.90	\$ 20.28	\$ 506.90	\$ 527.18
31-Mar-13		Invoice	\$ 506.90	\$ 15.21	\$ 506.90	\$ 522.11
30-Apr-13		Invoice	\$ 506.90	\$ 10.14	\$ 506.90	\$ 517.04
31-May-13		Invoice	\$ 506.90	\$ 5.07	\$ 506.90	\$ 511.97
30-Jun-13		Invoice	\$ 506.90	\$ -	\$ 506.90	\$ 506.90
TOTAL PRE-PETITION			\$ 3,982.74	\$ 566.47	\$ 3,901.28	\$ 4,467.75
31-Jul-13		Invoice	\$ 506.90	\$ 81.10	\$ 506.90	\$ 588.00
31-Aug-13		Invoice	\$ 506.90	\$ 76.04	\$ 506.90	\$ 582.94
30-Sep-13		Invoice	\$ 506.90	\$ 70.97	\$ 506.90	\$ 577.87
31-Oct-13		Invoice	\$ 506.90	\$ 65.90	\$ 506.90	\$ 572.80
30-Nov-13		Invoice	\$ 506.90	\$ 60.83	\$ 506.90	\$ 567.73
31-Dec-13		Invoice	\$ 506.90	\$ 55.76	\$ 506.90	\$ 562.66
31-Jan-14		Invoice	\$ 506.90	\$ 50.69	\$ 506.90	\$ 557.59
28-Feb-14		Invoice	\$ 506.90	\$ 45.62	\$ 506.90	\$ 552.52
31-Mar-14		Invoice	\$ 506.90	\$ 40.55	\$ 506.90	\$ 547.45
TOTAL POST-PETITION			\$ 4,562.10	\$ 547.45	\$ 4,562.10	\$ 5,109.55



IRON MOUNTAIN®

CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Address of Iron Mountain Branch/District Office:

N/A

FOR IRON MOUNTAIN PURPOSES ONLY

Account Number: **22123.001826**

NAICS Code:

Branch/District Cost Ctr. No.:

Contract Effective Date:

Signing Date below

CUSTOMER: City Of Detroit			BILLING ADDRESS (If Different):		
Street Address: 526 City County Building			Street or Box No.:		
City: Detroit	State: MI	Zip + 4: 48226	City:	State:	Zip + 4:
Primary Contact and Title:			Billing Contact:		
Telephone:		Fax:	Telephone:		Fax:
E-mail:			E-mail:		

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VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other hard-copy storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

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CUSTOMER: City of Detroit	IRON MOUNTAIN
Individual Signing: [print name] Sreenivas D. Cherukuri	Individual Signing: Jim Tiley
Signature: Sreenivas D. Cherukuri	Signature: [Signature]
Title: Director I.T.S. Dept.	Title: Director, Contracts Administration
Signing Date: 9/18/08	Signing Date: 8/18/2008

CUSTOMER COPY

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

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1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one year after commencement, unless otherwise set forth in a Schedule. Unless otherwise provided in a Schedule, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that Iron Mountain continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.
2. **Charges.** All rates and charges shall be in accordance with the amounts currently in force for Customer's account(s) (as amended from time to time). Transportation surcharges apply and change monthly without notice in accordance with the fuel surcharge policy, which may be found at <http://cic.ironmountain.com>.
3. **Principal Provider.** The charges for the services set forth in the Schedules are predicated upon the expectation that Customer will utilize Iron Mountain as its primary third-party provider of such services. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to standard list rates and charges.
4. **Authorization; Customer Instructions.** Iron Mountain will perform services pursuant to direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for, or disposal or removal of, Customer's Deposits. Such orders may be given in person, by telephone or in writing (fax, electronically or hard-copy).
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6. **Force Majeure.** In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
7. **Governmental Orders.** Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges set forth in a Schedule(s) for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection while in transit by federal, state or local government entities ("Government Inspectors"), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing Deposits, caused by Government Inspectors.
8. **Confidentiality.** "Confidential Information" means (i) any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (ii) this Agreement and its Schedules, except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by the receiving party and shall be used only in the manner contemplated by this Agreement. Iron Mountain shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. Iron Mountain shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
9. **Liability in Event of Loss of Deposits.** Iron Mountain shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Iron Mountain to exercise such care as a reasonably careful person would exercise under like circumstances; Iron Mountain is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the agreed value set forth above. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
10. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, Iron Mountain shall not be liable for any loss or default unless such loss or default is due to the negligence of Iron Mountain. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof.
11. **No Consequential Damages, etc.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
12. **Destruction of Deposits.** Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written authorization. Unless Customer specifically identifies in writing that a Deposit does not contain consumer information (as defined in 16 CFR Section 682.1) or personal data, Deposits will be destroyed by shredding (except that media may be destroyed by pulverization or incineration). Services will be performed at the rates set forth in a Schedule.
13. **No Product Warranty.** Iron Mountain hereby assigns to Customer any manufacturers' warranties applicable to any products sold by Iron Mountain pursuant to this Agreement. Iron Mountain provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, and in no event longer than ninety (90) days after delivery or return of the Deposits to Customer or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
15. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written notice has been given as provided in Section 14, and unless such action is commenced within the earlier of one (1) year after: (i) the date of delivery or return of the Deposits, or (ii) the date Customer is notified of the loss, damage or destruction.
16. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a letter via U.S. mail to Customer, and the time limitation for presentation of a claim and commencement of action or suit begins on the date of Customer's receipt of such notice.
17. **Payment; Late Fees, etc.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where Customer is located, calculated from the date payment was due until the date payment is made together with all expenses incurred in collection, including reasonable attorneys' fees and expenses. If Customer is consistently delinquent (defined as being late in the payment of any three (3) or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits.
18. **Customer Default.** If Customer fails to pay Iron Mountain's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) suspend service, or (b) terminate this Agreement. Upon termination for Customer's default, Iron Mountain may securely destroy Deposits upon ninety (90) days' notice to Customer. Customer shall pay Iron Mountain's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits. Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
19. **Ownership Warranty.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits, or (ii) any representation by Customer in this Agreement being untrue or incorrect.
20. **Restrictions on Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver for shredding any material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material that is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall indemnify Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this warranty. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer's premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions.
21. **Software License.** If access to or use of Iron Mountain inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Iron Mountain hereby grants Customer a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Iron Mountain during the term of this Agreement. Customer acknowledges that all Software and the inventory management system comprised of the Software belong to Iron Mountain. During the term of this Agreement, Iron Mountain shall have the exclusive right to use Deposit inventory information (including metadata) to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to use such inventory information for administrative purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.
22. **Purchase Orders.** In the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
23. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer with respect to such records, or have any other liability under state or federal law with respect to such records.
24. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledge that special storage and service rates shall apply thereto.
25. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Iron Mountain shall be sent to the attention of its General Manager at such address. Iron Mountain shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Basic Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby.



November 30, 2012

James Davenport
CITY OF DETROIT
526 City County Building
Detroit, MI 48226

Dear Iron Mountain Customer,

Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) which provides updated rates for Data Backup and Recovery storage and services, effective January 1, 2013.

If you would like more detailed information, please reference the Customer Information Center on our website at <http://cic.ironmountain.com/dataprotection>. The Customer Information Center is a helpful resource and contains storage and service descriptions, a glossary of terms, and billing protocols such as how we determine container billing - which may be greater than the physical container size. This site is frequently updated with additional information of interest to our customers, so please bookmark it for easy reference.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-888-365-IRON (4766).

Regards,

Kyle Smith
General Manager



Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit www.ironmountain.com or follow the company on Twitter at www.twitter.com/IronMountain for more information.

Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.

INFORMATION GOVERNANCE AND DISCOVERY



Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

DATA BACKUP AND RECOVERY



Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
 - Server Backup powered by Autonomy LiveVault
 - PC Backup powered by Autonomy LiveVault
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
 - Disaster Recovery Testing
 - Library Moves
 - Media Destruction

Document Process Efficiencies

- Document Management Solutions
- Business Process Management



Renewal Schedule A:

PROGRAM PRICING SCHEDULE

Data Protection and Recovery Services

SP-2013-G-11-30

This Pricing Schedule is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, LLC., ("Iron Mountain") and CITY OF DETROIT ("the Customer").

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

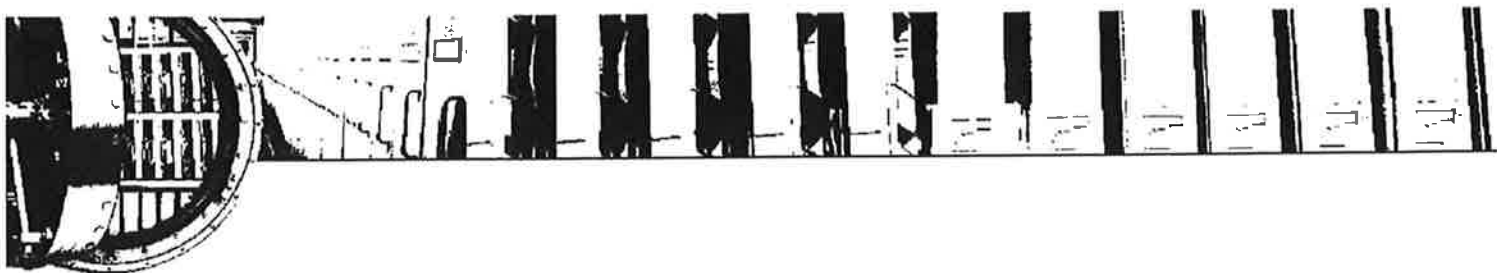
This Data Backup and Recovery Services Pricing Schedule supersedes and terminates any prior Data Backup and Recovery Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

CITY OF DETROIT

District Name/Number: Detroit / 22123 | Customer No. 001826

Effective Date: January 1, 2013

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.



Prices

STANDARD SERVICES (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service	\$45.50	Trip
■ Transport Container	\$7.49	Container
■ Media Handling (with electronic file)	\$0.70	Item
■ Media Handling (without electronic file)	\$0.92	Item
■ Closed Container/Cart Handling	\$2.18	Item
■ Transport Container Handling	\$2.18	Item

STANDARD STORAGE (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$1.014	Slot
■ Closed Container (Compact)	\$11.36	Container
■ Closed Container (Small)	\$19.01	Container
■ Closed Container (Medium)	\$32.26	Container
■ Closed Container (Large)	\$46.08	Container

PREMIUM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Standard Special Transport (24 hours)	\$155.53	Trip / Sub-Acct
■ Critical Special Transport (3 hours)	\$198.15	Trip / Sub-Acct
■ Holiday Charge	\$97.93	Holiday
■ Container Locks	\$13.82	Lock
■ Security Clips	\$3.17	Clip

OTHER PROGRAM FEES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee	\$25.12	Account Number
■ Fuel Surcharge	*	Trip

*A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at <http://cic.ironmountain.com/dataprotection/fuel/>.



CUSTOM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Same Place/Same Floor Transport	\$11.52	Trip
■ Scheduled Same Building/Same Campus Transport	\$17.28	Trip
■ Slotted Media Storage – Round Reel	\$1.613	Slot
■ Slotted Media Storage – Oversized	\$1.613	Slot
■ Transport Rental Days	\$1.15	Day
■ Closed Container (Extra Large)	\$50.69	Container
■ Closed Container (Cabinet)	\$161.29	Container
■ Cart	\$172.81	Cart
■ Transport Cart	\$213.14	Cart
■ Custom Bar Code Labels	\$0.63	Label
■ Out of Service Territory Premium	\$1.45	Mile
■ Minimum Monthly Fee	\$216.59	Account Number

Use of third party carriers for Disaster Recovery Testing and Library Moves require the completion of the Third Party Transportation Authorization Form.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/dataprotection/additional.